

# Long term Hire Agreement of Niblick Hall

THIS AGREEMENT made on \_\_\_\_/\_\_\_\_/\_\_\_\_ between  
The NIBLICK HALL Management Committee (referred to as The Principal) and  
\_\_\_\_ (referred to as  
The Hirer)  
of \_\_\_\_\_, phone  
\_\_\_\_\_

The Hirer agrees to pay The Principal the hire fee of \$\_\_\_\_\_ per month  
(GST not included)

A bond of \$ \_\_\_\_\_ is required immediately on booking the hall.  
The BOND will be refunded by a cheque within 10 days.

The remainder \$ \_\_\_\_\_ to be paid 30 days before the first hire date.

## Ongoing hire Payable monthly via Direct Credit to Niblick Hall

**03-0547-0884727-000**

Hire Rates will be reviewed by Niblick Hall Management on a yearly basis

## Conditions of Hire:

The Bond will be refunded if the following conditions are complied with:

1. Adherence to the Terms and Conditions Hire (refer Appendix A)
2. Successful random Hire Inspections. (refer Appendix B)

Your booking is confirmed for

Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday Weekly |  
Fortnightly | Monthly

From Start time \_\_\_\_\_ to End Time \_\_\_\_\_

Start Date of Hire \_\_\_\_\_ End Date of Hire (or ongoing)  
\_\_\_\_\_

## KEYS

Number and type of Keys provided

Key type/Location	Number of Keys	Received by	Returned
Front door Keys			
Cupboard Keys			
Storeroom Keys			

If a key is lost this should be reported immediately to the Niblick hall Management Committee so that the locks can be changed, and if required new keys distributed to all users of the Hall this will be at the cost of the Hirer.

<p>SIGNED For and on behalf of Niblick Hall Committee.</p> <p>Signed Date..... Name: ....., Niblick Hall Committee Manager</p>	<p>SIGNED For and on behalf of the Hirer by the Hirer's Representative.</p> <p>Signed Date Name _____ Title _____ Phone _____</p>
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**Office use:**

Bond paid	\$
Bond to be refunded	\$

## **APPENDIX A - Terms and conditions of hire**

### **Definitions**

'Hire Date' means refers to the dates of hire as stated in the agreement

'Person' includes a company, or other body corporate as well as a natural person.

### **The Niblick Hall Committee provides**

The Niblick Hall for the period stated and for a half day on the following day for cleaning.

Tables and chairs to seat up to 100 patrons.

Cleaning equipment.

Heating, lighting and toilet facilities.

### **THE HIRER'S RESPONSIBILITIES**

#### **Representative**

The Hirer must appoint a Representative for the purpose of the Hirer's dealings with the Niblick Hall Management Committee

#### **Liability**

The Principal is not liable for any debts, fines or legal infringements incurred by the Hirer. The Hirer indemnifies The Principal against any or all liabilities it may incur that are the liabilities of the Hirer.

#### **Insurance**

The Hirer is responsible for all insurance in relation to the hire of this venue. The Principal accepts no responsibility for the venue other than the standard legal liability for goods and services provided by them. The Hirer agrees to pay to The Principal the full cost of making good any damage or loss.

#### **Bond**

The Hirer will pay a bond of \$500 prior to the Hire date in addition to any hire deposit. The Bond will be refunded by a cheque within 10 days.

#### **Expenses incurred**

The Hirer is liable for any damage to Niblick Hall (or to property used in association with it) caused by or arising from any wilful or negligent act or omission of the Hirer, or of any person permitted by the Hirer to enter or remain on the premises, including the misuse of Fire Extinguishers, the call out of the Fire Brigade in the absence of fire.

The Principal may apply the bond or any part of the bond, at their discretion, to cover costs including but not exclusive to; paying water and power charges (beyond normal hall use), fire brigade charges, repairs replacement costs to damaged property, cleaning costs or any other costs incurred by the The Principal as a result of the hire, not included in the hire fees.

#### **Cancellations**

If the Hirer breaches any terms of the hire agreement, The Principal may immediately cancel the hire agreement. If it does so, the bond, deposit and hire fees paid to The Principal shall automatically be forfeited.

If needing to cancel a hire the following costs will be charged

If notice given with Less than 7 days' notice	\$100.00 retained by Niblick Hall
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If notice given with Less than 14 days' notice	\$50.00 retained by Niblick Hall
If notice is 14 days or more	Full refund given

Hirer Initials \_\_\_\_\_

### **Alterations to this contract**

There are to be no alterations to this contract without the consultation and agreement of both parties.

### **Dispute Resolution.**

Both parties agree that any dispute, difference or question which may arise at any time between parties with respect to this agreement can be addressed by first advising the Niblick Hall Management Committee by email at [NibickHall@gmail.com](mailto:NibickHall@gmail.com). The Niblick Hall Management Committee shall have up to 30 days to respond in writing with both parties engaged in trying to resolve the issues raised. Where parties still are unable to resolve the issue the parties shall agree on the identity and fees of an external mediator or other dispute resolution practitioner.

### **Hall Use**

- All members of the Hire group and any individuals associated with it must take all reasonable care in using the premises.
- The Hirer must ensure that the auditorium is left as found and all areas of the Niblick Hall used by the Hirer are clean and tidy at the Clean-out Date.
- The Hirer uses the venue at its own risk and agrees to maintain a health and safety plan at all times.
- The Hirer agrees to adhere to the fire evacuation plan held by The Niblick Hall Committee and displayed in the premises.
- The Men's Urinal – must be turned on before the function and turned OFF before vacating.
- Decorations may be hung from the hooks provided. No pins, drawing pins, sticky tape, blue tack, nails, staples or anything that could mark or damage walls, ceiling, or floors are to be used.
- The grassed area at the rear of the hall is not for the hirers use.
- Noise must be kept to a level that will not annoy the people in the neighbouring properties and at all times comply with the noise control act of the Porirua City Council. All music must cease by midnight.
- This Hire is for an event that does not include Alcohol use. No alcohol is to be sold on the premises or consumed outside the hall, as this area is alcohol free.
- Any damage or loss of equipment or fittings must be reported to The Principal and The Hirer agrees to pay to The Principal the full cost of making good any such damage or loss.

**Note** : Unless otherwise agreed by the Niblick Management Committee, Hirers **will not**

- Remain in the building outside the agreed hours of hire.
- Remove Niblick items from the hall for any reason
- Make any alterations to the building, its rooms, or services (e.g. electrical plumbing etc)
- Leave articles in the building outside of any prescribed storage area.

All hirers are to accept responsibility for tidying up after themselves for the enjoyment of others and may notify Niblick Hall Management Committee if they find the building has not been left in an orderly state.

Hirer Initials \_\_\_\_\_

## APPENDIX B

### Hall Inspection

Interior	Pre Hire	Post Hire
Women's Toilets clean, rubbish cleared	€	€
Men's Toilets clean, Urinal turned off, rubbish cleared	€	€
Kitchen area surfaces clean, all food removed from fridge and stoves, Rubbish bags removed.	€	€
All floors swept and washed before vacating the hall .	€	€
All lights and heaters working – and turned off	€	€
Check for damage to Walls, Curtains, fittings	€	€
Chairs and Tables neatly stowed away.	€	€
All windows and doors must be securely fastened before vacating and curtains opened.	€	€

### Exterior

Rubbish removed	€	€
Check for Damage Windows , exterior	€	€

Keys returned	€	€
Bond returned	€	€



